

GENERAL EXCHANGE TARIFF  
PSCK No. 3

CINCINNATI BELL TELEPHONE COMPANY

Section 17  
5th Revised Page 1.1  
Cancels 4th Revised Page 1.1

LAN ADVANTAGE<sup>®</sup>  
Native Mode LAN Interconnection

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PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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SECTION 9(1)

BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

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LAN ADVANTAGE<sup>®</sup>  
Native mode LAN InterConnection

(T)  
(T)

\*In addition this page

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Cancels the following:

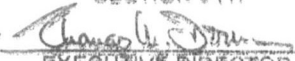
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PURSUANT TO 807 KAR 6.011  
SECTION 9 (1)

BY   
EXECUTIVE DIRECTOR

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Christopher S. Colwell, Vice President, Cincinnati, Ohio

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CINCINNATI BELL TELEPHONE COMPANY

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LAN ADVANTAGE®  
Native Mode LAN InterConnection

A. SERVICE DESCRIPTION

LAN Advantage® Service is an end-to-end high-speed data transport service which customers use for LAN interconnection and/or high-speed Internet access. (T)

B. DEFINITIONS OF TERMS

1. "Asynchronous Transfer Mode" is defined as high-speed, cell-based, connection-oriented, packet transmission protocol for handling data with varying bursts and bit rates. (T)
2. "Customer's location" is defined as a location specified by the customer for the purposes of terminating network such as the customer's premises or the building where the off-premises extension terminates. (N)  
(N)
3. "Demarcation Point" is defined as the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for LAN Advantage® service presented by CBT to Customer. (T)
4. "Emulated LANs" (ELANs) is defined as a software-defined association of network elements whereby a connectionless network topology is emulated over a connection-oriented network topology. ELANs are defined in the ATM Forum's LAN Emulation (LANE) 1.0 specification.
5. "Ethernet LAN" is defined as a type of LAN whereby a workstation on the LAN, prior to sending a message to another workstation on the LAN, "listens" to determine if any other workstation is sending a message. If the first workstation "hears" no other messages being sent, it is permitted to send a message. If two or more workstations begin sending messages simultaneously, then each workstation ceases sending the message and a pre-set amount of time must elapse before either workstation may attempt to send again. Ethernet LAN meets IEEE standards 802.3 and 802.3u and operates at a variety of speeds. (T)
6. "LAN Advantage®" is defined as the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect multiple LANs to form a MAN for data transmission. (T)
7. "Local Area Network (LAN)" is defined as a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings. (T)
8. "Metropolitan Area Network (MAN)" is defined as a network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region. (T)
9. "Native Mode" is defined as the operating speed of the communication on the originating or terminating LAN. (T)

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Native Mode LAN InterConnection

B. DEFINITIONS OF TERMS (Continued)

10. "Permanent Virtual Circuit" (PVC) is defined as a static logical connection used in packet and cell switched networks between two end points. PVCs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent virtual circuit in the network. (T)
11. "Protected Port" is defined as a primary and secondary port in both the central office and at the customer's location, which enables traffic to recover to a secondary route automatically in the event of a primary route failure, therefore protecting all of the customer's data. (T)
- (D)  
|  
(D)
12. "Unprotected LAN Advantage®" is defined as the standard LAN Advantage® Service. (N)
13. "Virtual LAN (VLAN)" is defined as a static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network. (N)

C. REGULATIONS

1. CBT will provide LAN Advantage® service for one or more of the following types of LANs: Ethernet LANs operating at a variety of speed. (D)(T)  
(D)(T)
2. Regulations in this section are applicable to LAN Advantage®, and are in addition to regulations in other sections of this tariff.
3. A special educational offering under LAN Advantage® Service, called Regional MultiMedia Educational Network, is available for municipal, county, and state public schools and to parochial and private schools.
4. LAN Advantage® will be available 24 hours per day, 7 days per week, except as required to update, enhance, maintain and/or repair LAN Advantage®. CBT reserves the right to perform these tasks, as needed, during off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. (T)

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Native Mode LAN InterConnection

C. REGULATIONS (Continued)

- (D)
5. If a major outage to CBT's network occurs, including LAN Advantage®, CBT will use reasonable efforts to restore LAN Advantage® service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.
6. CBT will furnish Customer with a telephone number which Customer will use to report any trouble with LAN Advantage®.
7. Unless otherwise agreed in writing, CBT will provide LAN Advantage® service for data transmission only.
8. The electrical signals of LAN Advantage® operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards: for Ethernet LANs operating at speeds of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, 100 Mbps and 1000 Mbps (Gigabit), IEEE Standards 802.3 and 802.3u (Carrier Sense Multiple Access with Collision Detection (SMA/CD) Access Method and Physical Layer Specifications). (D)
9. LAN Advantage® supports the following interfaces: (i) RJ45 10 base T and 100 base T connections, for Ethernet LAN's operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (Gigabit). (D) (T) (T)
10. CBT will use its best efforts to repair any inoperable LAN Advantage® port within 4 hours after Customer has notified CBT that such port is inoperable. If such port remains inoperable for more than 8 hours after Customer has notified CBT that such port is inoperable, CBT will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional 8-hour period that the port remains inoperable. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBT's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.
11. CBT will not be responsible for damages, malfunctions or failures caused by (a) Customer's failure to follow any operation or maintenance instructions provided by CBT to Customer; (b) Customer's repair, modification to or relocation of equipment used to provide service hereunder, or attachment of equipment not approved by CBT; and (c) abuse, misuse or negligent acts of Customer. Customer may request CBT to perform repair service for Customer in such instances on a time-and-materials basis.

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C. REGULATIONS (Continued)

12. The rates and charges set forth for LAN Advantage® Service provide for the furnishing of service where suitable facilities are available. Where special construction of facilities is necessary, special construction charges may apply.
13. At locations where Customer provides power to CBT, CBT is not responsible for out of service conditions caused by power outages.
14. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to LAN Advantage® prior to completion thereof, Customer will reimburse CBT for the actual expenses incurred by CBT in connection with such modification prior to CBT's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.
15. LAN Advantage® is offered under the Variable Term Payment Plan as described in Section 34 and is available for a minimum term of 12 months or under a term payment plan of 24, 36 or 60 months. If Customer terminates a service, without cause, prior to the expiration of the term, the Customer will pay to CBT a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the end of the applicable 12, 24, 36 or 60 month term payment plan.
16. If Customer removes one or more ports from service prior to the expiration of the term hereof, Customer will pay to CBT a termination charge equal to all monthly charges for such port(s) for which Customer would have been responsible had Customer not removed such port(s).
17. Commission approval of the termination liability for LAN Advantage® contracts, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.
18. Upon completion of the term payment plan contract the customer may renew their contract at the current, (T)  
tariffed rates. If service was installed prior to February 1, 2005 and the customer does not renew their (T)  
contract prior to the expiration date and does not elect to discontinue LAN Advantage® service, CBT will  
furnish LAN Advantage® to the Customer as specified in the contract on a month-to-month basis at the  
current, monthly tariffed rates (which will be subject to company initiated rate changes). If the service was  
installed on or after February 1, 2005 and the customer does not renew for another payment period or elect (T)  
to discontinue service the terms and conditions found under "renewal options" in Section 34 will apply. (T)

Issued: May 2, 2005

D. Scott Ringo, Jr., Assistant Secretary, CBT

Effective: May 17, 2005

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C. REGULATIONS (Continued)

19. If customer elects a new term payment plan, prior to the expiration of their current contract, the monthly charges will be adjusted to the current tariffed rates in effect at the time of renewal. There will be no credits or refunds made to the Customer for payments made under the previous contract term, but nonrecurring charges will not be reapplied. If Customer reduces the number of ports in service, then termination charges will be applied for the removed service. Customer may not elect a term payment plan that is shorter than the remainder of the current term payment plan.
20. Within like service types, customer may upgrade to a higher speed service or downgrade to a lower speed service without incurring termination charges.
21. Customer may add additional ports to its LAN Advantage® service at the rates in effect at the time of such addition, provided CBT has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required to add such additional port(s) to its LAN Advantage® service.
22. If the customer adds additional ports to its LAN Advantage® service and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal to or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional port.
23. The customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a customer's location, then all LAN Advantage® service will be terminated at that location unless customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a customer's location.
24. An initial port is required in order to provide LAN Advantage® to a customer's location. Additional ports are only available to a customer's location with at least one initial port. (N)
25. Additional port discounts do not apply to different customers at the same location.
26. Customer may move the location of its LAN Advantage® service to a location where sufficient central office capacity and outside plant facilities are available and retain the current monthly rates, but initial nonrecurring charges will be reapplied. The termination charges specified in Paragraph 17 above, are applicable if Customer terminates because of a move to a location where sufficient central office capacity or outside plant facilities are not available.
27. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on CBT's net income), imposed upon or relating to the provision or use of the products and services provided hereunder. (N)

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C. REGULATIONS (Continued)

28. Customer's Obligations

(T)

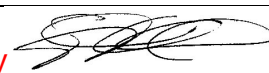
- (a) Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as CBT may reasonably require in connection with performing its obligations hereunder. Customer will permit CBT reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing service hereunder.
- (b) Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with CBT's LAN Advantage® and conform to the Technical Reference Specifications furnished by CBT to Customer in connection with this Tariff.
- (c) Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards. Any additional equipment or facilities necessary to comply with such standards shall be furnished by Customer at its expense. (T)
- (d) Without the prior written consent of CBT, Customer will not access, or attempt to access, any equipment or facilities furnished by CBT in connection with this Tariff. Customer will indemnify and hold harmless CBT, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBT in connection with this Agreement.
- (e) Prior to requesting repair service from CBT, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with The LAN Advantage® service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of LAN Advantage® reasonably requested by CBT.

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C. REGULATIONS (Continued)

29. Title to Equipment and Facilities

(T)

All equipment and facilities used by CBT in providing LAN Advantage® hereunder will remain the sole property of CBT, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties with respect to specific equipment.

30. Ownership of Information

(T)

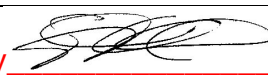
Customer agrees that any technical, financial or business information of CBT furnished to Customer in connection with this Agreement is confidential and proprietary to CBT, shall remain the property of CBT at all times and shall promptly be returned to CBT upon request.

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LAN ADVANTAGE®  
Native Mode LAN InterConnection

D. RATES AND CHARGES

I. Electrical Port Type (Per Port)

| <u>Type of Service</u>  | <u>Nonrec<br/>Charge</u> | <u>Monthly<br/>Rate</u> | <u>12 Mo.</u> | <u>24 Mo.</u> | <u>36 Mo.</u> | <u>60 Mo.</u> | <u>USOC</u> | (D) |
|-------------------------|--------------------------|-------------------------|---------------|---------------|---------------|---------------|-------------|-----|
| 384 Kbps Ethernet LAN   |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | \$ 250.00                | \$ 350.00               | \$ 350.00     | \$ 339.50     | \$ 325.50     | \$ 308.00     | LVZAG       |     |
| (Per Add'l port)        | 250.00                   | 350.00                  | 350.00        | 339.50        | 325.50        | 308.00        | LVZBG       |     |
| 768 Kbps Ethernet LAN   |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 250.00                   | 400.00                  | 400.00        | 388.00        | 372.00        | 352.00        | LVZAA       |     |
| (Per Add'l port)        | 250.00                   | 400.00                  | 400.00        | 388.00        | 372.00        | 352.00        | LVZBA       |     |
| 1.544 Mbps Ethernet LAN |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 250.00                   | 500.00                  | 500.00        | 485.00        | 465.00        | 440.00        | LVZAH       |     |
| (Per Add'l port)        | 250.00                   | 500.00                  | 500.00        | 485.00        | 465.00        | 440.00        | LVZBH       |     |
| 3 Mbps Ethernet LAN     |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 1000.00                  | 700.00                  | 700.00        | 679.00        | 651.00        | 616.00        | LVZAS       |     |
| (Per Add'l port)        | 1000.00                  | 700.00                  | 700.00        | 679.00        | 651.00        | 616.00        | LVZBS       |     |
| 4.5 Mbps Ethernet LAN   |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 1000.00                  | 850.00                  | 850.00        | 824.50        | 790.50        | 748.00        | LVZAV       |     |
| (Per Add'l port)        | 1000.00                  | 850.00                  | 850.00        | 824.50        | 790.50        | 748.00        | LVZBV       |     |
| 6 Mbps Ethernet LAN     |                          |                         |               |               |               |               |             |     |
| (Per Initial Port)      | 1000.00                  | 1200.00                 | 1200.00       | 1164.00       | 1116.00       | 1056.00       | LVZAW       |     |
| (Per Add'l port)        | 1000.00                  | 1200.00                 | 1200.00       | 1164.00       | 1116.00       | 1056.00       | LVZBW       |     |
| 10 Mbps Ethernet LAN    |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 1000.00                  | 900.00                  | 900.00        | 873.00        | 837.00        | 792.00        | LVZAU       |     |
| (Per Add'l port)        | 500.00                   | 250.00                  | 250.00        | 242.50        | 232.50        | 220.00        | LVZBU       |     |
| 100 Mbps Ethernet LAN   |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 1000.00                  | 1800.00                 | 1800.00       | 1746.00       | 1674.00       | 1584.00       | LVZA1       |     |
| (Per Add'l port)        | 500.00                   | 750.00                  | 750.00        | 727.50        | 697.50        | 660.00        | LVZB1       |     |
| 1 Gbps Ethernet LAN     |                          |                         |               |               |               |               |             |     |
| (Per Initial port)      | 1500.00                  | 3500.00                 | 3500.00       | 3395.00       | 3255.00       | 3080.00       | LVZAO       |     |
| (Per Add'l port)        | 1500.00                  | 3500.00                 | 3500.00       | 3395.00       | 3255.00       | 3080.00       | LVZBO       |     |

Note 1: Nonrecurring charge applies when ELAN is installed subsequent to a port installation.

Note 2: Requests for additional ports greater than four will be provided on an individual case basis. Rates and charges will be based on the current cost methodology.

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Native Mode LAN InterConnection

D. RATES AND CHARGES (Continued)

I. Electrical Port Type (Per Port)

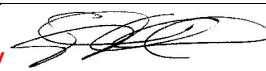
| Type of Service                         | Nonrec<br>Charge | Monthly<br>Rate | 12 Mo.  | 24 Mo.  | 36 Mo.  | 60 Mo.  | USOC  | (D) |
|---|------------------|-----------------|---------|---------|---------|---------|-------|-----|
| Regional MultiMedia Educational Network |                  |                 |         |         |         |         |       |     |
| 10 Mbps Ethernet LAN (See Note 2)       |                  |                 |         |         |         |         |       |     |
| (Per Initial port)                      | 1000.00          | 650.00          | 650.00  | 650.00  | 650.00  | 650.00  | LVZGU |     |
| (Per Second port)                       | 500.00           | 400.00          | 400.00  | 400.00  | 400.00  | 400.00  | LVZHU |     |
| (Per ports 3 - 11)                      | 500.00           | --              |         |         |         |         | LVZJU |     |
| 100 Mbps Ethernet LAN (See Note 2)      |                  |                 |         |         |         |         |       |     |
| (Per Initial port)                      | 1000.00          | 1300.00         | 1300.00 | 1300.00 | 1300.00 | 1300.00 | LVZG1 |     |
| (Per Second port)                       | 500.00           | 800.00          | 800.00  | 800.00  | 800.00  | 800.00  | LVZH1 |     |
| (Per ports 3 - 11)                      | 500.00           | --              |         |         |         |         | LVZJ1 |     |
| 1 Gbps Ethernet LAN                     |                  |                 |         |         |         |         |       |     |
| (Per Initial port)                      | 1500.00          | 2500.00         | 2500.00 | 2425.00 | 2325.00 | 2200.00 | LVZG2 |     |
| (Per Add'l port)                        | 1500.00          | 2500.00         | 2500.00 | 2425.00 | 2325.00 | 2200.00 | LVZH2 |     |
| Video Emulated LAN (Video ELAN)         |                  |                 |         |         |         |         |       |     |
| Per port (Note 1)                       | 100.00           | 250.00          | 250.00  | 250.00  | 250.00  | 250.00  | LVZKX |     |
| Protected Ports                         |                  |                 |         |         |         |         |       |     |
| 10 Mbps Ethernet LAN                    |                  |                 |         |         |         |         |       |     |
| (Per Initial port)                      | 1000.00          | 1500.00         | 1500.00 | 1455.00 | 1395.00 | 1320.00 |       |     |
| (Per Add'l port)                        | 500.00           | 250.00          | 250.00  | 242.50  | 232.50  | 220.00  |       |     |
| 100 Mbps Ethernet LAN                   |                  |                 |         |         |         |         |       |     |
| (Per Initial port)                      | 1000.00          | 2500.00         | 2500.00 | 2425.00 | 2325.00 | 2200.00 |       |     |
| (Per Add'l port)                        | 500.00           | 750.00          | 750.00  | 727.50  | 697.50  | 660.00  |       |     |
| 1 Gbps Ethernet LAN                     |                  |                 |         |         |         |         |       |     |
| (Per Initial port)                      | 1500.00          | 4500.00         | 4500.00 | 4365.00 | 4185.00 | 3960.00 |       |     |
| (Per Add'l port)                        | 1500.00          | 4500.00         | 4500.00 | 4365.00 | 4185.00 | 3960.00 |       | (D) |

Note 1: Nonrecurring charge applies when ELAN is installed subsequent to a port installation.  
Note 2: Requests for additional ports greater than eleven will be provided on an individual case basis (FCB).  
Rates and charges will be based on the current cost methodology.

Issued: October 13, 2004

Vice President, Cincinnati, Ohio

By



Executive Director

2004

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
11/13/2004  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

GENERAL EXCHANGE TARIFF  
PSCK NO. 3

CINCINNATI BELL TELEPHONE COMPANY

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LAN ADVANTAGE®  
Native Mode LAN InterConnection

D. RATES AND CHARGES (Continued)

II. Optional Features

| <u>Type of Service</u>  | <u>Nonrec<br/>Charge</u> | <u>Monthly<br/>Rate</u> | <u>12 Mo.</u> | <u>24 Mo.</u> | <u>36 Mo.</u> | <u>60 Mo.</u> | <u>USOC</u> |            | (D) |
|---|--------------------------|-------------------------|---------------|---------------|---------------|---------------|-------------|------------|-----|
| Permanent Virtual Circuit/ <b>Virtual LAN</b> (Note 1)            | \$100.00                 | \$ 20.00                | \$ 20.00      | \$ 20.00      | \$ 20.00      | \$ 20.00      | LVZLX       | (T)<br>(T) |     |
| Permanent Virtual Circuit/ <b>Virtual LAN</b> , Per Port (Note 1) |                          |                         |               |               |               |               |             | (T)        |     |
| LAN Connection  | 100.00                   | 40.00                   | 40.00         | 40.00         | 40.00         | 40.00         | LVZMX       |            |     |
| ISP Connection  | 100.00                   | 100.00                  | 100.00        | 100.00        | 100.00        | 100.00        | LVP         |            |     |
| Network Address Reconfiguration (Note 2)                          | 110.00                   | --                      | --            | --            | --            | --            | N5WSM       |            |     |
| LAN Advantage to Frame Relay Connection                           | 110.00                   | --                      | --            | --            | --            | --            | NHCLA       |            | (D) |

Note 1: Nonrecurring charge applies when PVC/VLAN is installed subsequent to a port installation. (T)

Note 2: A network address reconfiguration charge applies whenever a customer requests software modifications to a specific LAN Advantage port subsequent to the establishment of a port.

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